

Attorney Docket: 48900-22

Serial No.: **10/716,150**
Amtd. dated December 15, 2004
Reply to Office Action dated September 15, 2004

REMARKS/ARGUMENTS

The Office Action mailed September 15, 2004 has been reviewed and carefully considered. Before entry of the present application, Claims 1-20 were pending, with Claims 1 and 15 being in independent form, and Claims 8-12 having been withdrawn by the Examiner. In the present amendment, Claims 2-4, 6, 7, 15, and 19 are being amended and Claims 1, 5, 8-14, and 16-18 are being cancelled without prejudice. Claims 21-25 are being added. After entry of the present Amendment, it is believed that Claims 2-4, 6, 7, 15, and 19-25 will be pending, with Claim 15 being the only claim in independent form. Reconsideration and withdrawal of the rejections are requested on the basis of the foregoing amendments and the following remarks.

In the September 15, 2004 Office Action, the Examiner required that (1) the term "Velcro" be capitalized throughout the specification, and (2) the term "Velcro" be replaced with the phrase "hook and fastener means" in Claims 7 and 18. These changes are being made in the present amendment.

In the September 15, 2004 Office Action, the Examiner rejected all of the pending claims as either anticipated under 35 USC §102 by, or obvious under 35 USC §103 over, at least one of *Flink* (US 2,638,599), *Daniel et al.* (US 3,798,674), *Geniesse* (US 5,572,740), and *Lock-Jones* (US 5,230,100).

In response, independent Claim 15 has been amended to recite that an inner surface of the neck portion is comprised of polyurethane with polyethylene coating, and an outer surface of the neck portion is comprised of non-woven polypropylene, while an outer surface of the apron portion is comprised of polyurethane, and an inner surface of the apron portion has a coating of polyethylene. Because none of the cited prior art teach or suggest this particular combination of polyurethane, polyethylene, and non-woven polypropylene, it is believed that amended independent Claim 15 is in condition for allowance. Minor amendments have been made to dependent Claims 2-4, 6, and 7 to match the amended language in amended Claim 15. At least through their dependence on amended independent Claim 15, which is believed to be in condition for allowance, it is believed that Claims 2-4, 6, 7, and 19-20 are also in condition for allowance.

Newly added Claim 21 comprises the limitation of originally filed Claim 19 which is presently being cancelled from Claim 19 (and thus cannot constitute new matter). At least through

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its dependence on amended independent Claim 15, which is believed to be in condition for allowance, it is believed that newly added Claim 21 is also in condition for allowance.

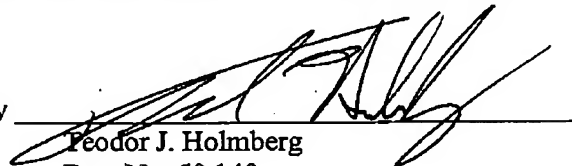
Newly added Claims 22-25 comprise the limitations of originally filed and previously withdrawn (and presently canceled) Claims 8-11, respectively (and thus cannot constitute new matter), where the limitations in the newly added claims have been appropriately re-written to depend from amended independent Claim 15. Because amended independent Claim 15 is "an allowable claim generic to all the claimed species" in newly added Claims 22-25, and Claims 22-25 are written in dependent form, the various species claimed in newly added Claims 22-25 may be claimed in this one application, in accordance with 37 CFR §1.141(a). Based at least upon this and their dependence on amended independent Claim 15, which is in condition for allowance, it is believed that newly added Claims 22-25 are also in condition for allowance.

Based at least on the above, allowance of all presently pending claims is respectfully requested.

Respectfully submitted,

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